



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

Vice Mayor Jacky Bravo
Councilman Walter Fajet, Ph.D.

Councilman Jorge Santin
Councilman Victor Vazquez, Ph.D.

Decorum: "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."

CITY COUNCIL REGULAR MEETING AGENDA

Monday, February 12, 2024 – 7:00 p.m.

Council Chambers, 201 Westward Drive, Miami Springs, Florida
(In-person and virtually. See pages 3-4 for additional information)

- 1. Call to Order/Roll Call**
- 2. Invocation:** Vice Mayor Jacky Bravo
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Yard of the Month Award – February 2024 – 1160 Quail Avenue – Daniel and Katherine Perez
 - B) Announcement of the City Hall Lobby Artist of the Month for February 2024 – Mayor Maria Mitchell, Carly Mitchell Kellar, and Edie Kellar; displaying acrylics and watercolors
- 5. Open Forum:** Persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
 - A) January 22, 2024 – Regular Meeting
- 7. Reports from Boards & Commissions:**
 - A) Update and Review of 2023 Centennial Committee Report by Chair Julie Arias
 - B) Update by Chair Fred Gonzalez on the Recreation Commission
 - C) Update by Chair Jim Watson on the Historic Preservation Board

8. Public Hearings:

A) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 52, “Water,” Of The City’s Code Of Ordinances By Adding Section 52-14 To Incorporate Applicable Miami-Dade County Permanent Year-Round Landscape Irrigation Restrictions And Provide For Enforcement By The City; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

9. Consent Agenda: (Funded and/or Budgeted):

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Negotiate And Execute An Interlocal Agreement With Miami-Dade County For Film And Photo Permitting Services; Providing For Implementation; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To The Professional Services Agreement With Match Point Enterprises, LLC To Extend The Term Of The Agreement On A Month-To-Month Basis Beyond The February 29, 2024, Expiration Date; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Additional 419 Bermuda Sod From Sunset Sod, Inc. For General Landscaping At The Miami Springs Golf And Country Club In An Amount Not To Exceed \$13,000; Providing For Implementation; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Trane U.S. Inc. For HVAC Maintenance And Repair Services In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of Racine County, Wisconsin, Contract No. 3341 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

10. Old Business: None.

11. New Business: None.

12. Other Business: None.

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



**CITY OF MIAMI SPRINGS
PUBLIC MEETING NOTICE**

The City of Miami Springs will hold a Council meeting on:
Monday, February 12, 2024 at 7:00 p.m. at
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location.
Members of the public may attend the meeting in person at the physical meeting location, or,
alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above.
Admission to the physical meeting location is on a first-come, first-serve basis and space is limited.
Doors will open 30 minutes prior to the meeting start time.
The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

WATCH AND/OR PARTICIPATE IN THE MEETING

- **ZOOM:** Meeting ID 863-9512-4146
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

Dial 305-805-5151 or 305-805-5152

(Alternatively, you may also dial the phone numbers below to join the meeting:
1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,
1 (346) 248 7799) **then input the Meeting ID: 863-9512-4146, followed by #.**
There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at cityclerk@miamisprings-fl.gov

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

EMAILED COMMENTS: Members of the public may email their public comments to the City in advance of the meeting. Please email the City at cityclerk@miamisprings-fl.gov by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: *Public comments will also be accepted during the meeting using the virtual meeting platform as follows:*

By telephone: To ask to speak during the meeting, call in to the meeting using the instructions above. Please press *9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the meeting, when your name or the last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.
Your cooperation is appreciated in observing the time limit.

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AMERICANS WITH DISABILITIES ACT

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166

Art in City Hall

February 2024



3 Generations

**Mayor Maria Puente Mitchell, acrylics
Daughter Carly Mitchell Kellar, watercolors
& Granddaughter Edie Kellar, just having fun!**



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, January 22, 2024 at 7:00 p.m.

City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida

In-Person/Virtual Council Meeting

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Jacky Bravo

Councilman Jorge Santin

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez. Ph.D.

City Manager JC Jimenez

Deputy City Clerk Juan Garcia

City Attorney Haydee Sera

City Planner Silvia Vargas

2. **Invocation:** Offered by Councilman Jorge Santin
Pledge of Allegiance: The audience led in the pledge.

3. **Agenda / Order of Business:**

4. **Awards & Presentations:**

A) Presentation by Jesus Fuentes, Senior Project Manager at EXP for FDOT, on the NW 67th Avenue Corridor

Mr. Fuentes shared a few words and presented a visual slideshow on the NW 67th Avenue Corridor project. The Mayor thanked Mr. Fuentes for his time and looks forward to receiving updates on the project in future.

5. **Open Forum:** The following members of the public addressed the City Council:
Maurits Acosta, (address on file).

6. **Approval of Council Minutes:**

A) January 8, 2024 – Regular Meeting

Councilman Vazquez moved to approve the minutes of January 8, 2024 Regular Meeting. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote.

The vote was as follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

7. Reports from Boards & Commissions: None at this time.

8. Public Hearings: None at this time.

9. Consent Agenda: (Funded and/or Budgeted):

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of One 2024 Chevy Colorado Crew Cab 4WD Vehicle For The Parks And Recreation Department From Alan Jay Automotive Management, Inc. D/B/A Alan Jay Fleet Sales In An Amount Not To Exceed \$37,610 Utilizing The Terms And Conditions Of City Of Tallahassee Agreement No. 5179 Pursuant To Section 31-11(E)(5) Of The City Code; Declaring A Certain Vehicle As Surplus Property; Authorizing The Sale Or Disposition Of Surplus Property; Providing For Implementation; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With First Vehicle Services, Inc. For Fleet Management And Maintenance Services Utilizing The Terms And Conditions Of Sunrise Florida Contract Awarded To Pursuant To RFP No. 23-01-01-WI Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

Councilman Fajet moved to approve the Consent Agenda. Vice Mayor Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

10. Old Business: None at this time.

11. New Business:

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 52, “Water,” Of The City’s Code Of Ordinances By Adding Section 52-14 To Incorporate Applicable Miami-Dade County Permanent Year-Round Landscape Irrigation Restrictions And Provide For Enforcement By The City; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance by title and provided some information on the item. After some discussion, Vice Mayor Bravo moved to approve the Ordinance. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Santin, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

B) Discussion on revisions to the Gateway Ordinance; discuss scheduling workshop date

After some discussion, the Council requested for the Zoning & Planning Board and Architectural Review Board to have a joint meeting to review the proposed revisions to the Gateway Ordinance.

12. Other Business:

A) Mayor's Message: Celebrating 2023 and Welcoming 2024

Mayor Mitchell provided a report of the City's accomplishments in 2023 and insight on upcoming projects in 2024. In her report Mayor Mitchell highlighted achievements of the City Council & City Administration by each department.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera provided an update to the Council on the Form 6 litigation and stated that the law sue is moving forward and that there are currently 12 additional municipalities that have also joined the law sue.

B) City Manager

City Manager JC Jimenez stated that the City received an FDOT grant in conjunction with the Rotary Club for a new bus for the Senior Center. He informed the Council that the tennis courts will be resurfaced but the resurfacing will be done to one court at a time and the other court will remain open for use. City Manager Jimenez added that the Wreck Camp Out event was sold out and that it will be taking place on January 26 and 27th, and that the Daddy Daughter Dance was going to be held on February 10th and tickets are on sale at the Rec Center.

C) City Council

Councilman Vazquez had no report at this time.

Councilman Fajet thanked Mayor Mitchell for her message to close out the year and added that he believed it was a great way to start the new year.

Vice Mayor Bravo thanked Mayor Mitchell for her report of all the City Council & City Administration's accomplishments in 2023. She stated that she has been in communication with Miami Dade County Transit to coordinate an effort to get the bus stop cleaned in the City. Vice Mayor Bravo added that with the County creating new routes in efforts to encourage more people to use public transit, she would like for them to clean the bus stops.

Councilman Santin mentioned he attended the award ceremony for Miami Springs/ Virginia Gardens Youth Soccer program and he wanted to thank Parks and Recreation Director Omar Luna and his staff for all their work to make the program happen. He also wanted to thank the Dino family and Jimmy Carter of Virginia Gardens for all the work they do with the Youth Soccer program as well.

Mayor Mitchell asked the City Manager to get some information on what is going on with the bus routes. She noted that the County has changed routes County-wide and that some of the previous routes are no longer in service. Mayor Mitchell congratulated Nick Acosta, a Miami Springs Senior High teacher that has been nominated for the Miami Dade County Public Schools for teacher of the year. Mayor Mitchell stated that the Council's recent trip to Tallahassee was productive and hopefully leads to appropriation for the City.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:50 p.m.

Respectfully submitted:

*Juan D. Garcia, CMC
Deputy City Clerk City Clerk*

*Adopted by the City Council on
This 8th day of February, 2024.*

Maria Puente Mitchell, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

December 29, 2023

The Centennial Committee presents

Centennial Celebration Report 2023



As presented via the following Members:

Chair Julia Arias
Vice Chair Nihal Perera
Committee Member Michael Gavila
Committee Member Jaime Petralanda
Committee Member Kathy Doyle

Supported by:

At-Large Committee Member Alex Aguiar
At-Large Committee Member Seth Bramson

Dear Mayor, Councilmembers and City Staff,

From the moment the Centennial Committee met on January 11, 2023 to present day, all of the Committee Members have provided their professional experiences, skills and qualifications to develop a vision for the City's approaching centennial.

Over the past year, the Committee has worked to plan a series of events that will capture the essence of the City's past, present and future. The Committee has planned events to ensure that there will be something for everyone to enjoy. Additionally, during the upcoming new year the Committee has planned to start gathering donations and sponsorships as well as establishing partnerships with the local businesses, organizations, and community groups to ensure that the centennial celebration is truly a city-wide effort.

On behalf of the Committee, we will continue to work hard and devote our time and efforts to provide further input and ideas well into the next year for the 2024 reports. We look forward to seeing our selections considered and supported.

Please find below a list of the currently proposed events and activities. All ideas below have been joint efforts between the Committee and the input of the community, although you will find the name of the Committee Member who has taken charge of seeing the project through has been added so you may direct any questions you have to them.

Quick reference of Items to consider

- Aviation Playground – Page 3
- Centennial Collectable Pins – Page 3
- Centennial Golf Tournament – Page 3
- Centennial History Book – Page 4
- Centennial Trees – Page 4
- Glenn Curtiss Aviation and Food festival – Page 4
- Glenn Curtiss Circle Park name installation/ Street rename – Page 5
- Glenn Curtiss Motorcycle show/ Derby race – Page 5
- New Year's Eve 2026 Fireworks Display – Page 5
- School Activities/ Traveling Trunk – Page 5
- Smithsonian Exhibit – Page 6
- Statue/Monument unveiling – Page 6
- Other Projects for the Community – Page 7

Thank you.

1. Aviation Playground (Kathy Doyle)

- **Targeted Audience:** Community Children
- **Proposal:** Design and purchase aviation themed playground equipment to create a playground possibly on the property behind Historical Society museum.
- **Rationale:** This would be a permanent community improvement which will endure long after the Centennial celebration, and will remind our youngest generation of the place aviation has played in the history of Miami Springs.
- **Projected Cost:** \$50-75,000
- **Source of funds:** Centennial Committee fundraising; community and aviation company pledges.

2. Centennial Collectible Pins (Kathy Doyle)

- **Targeted Audience:** Community event participants and sponsors
- **Proposal:** A contest will be conducted (in 2024) to design a series of pins that celebrate various aspects of life in Miami Springs and aspects of our history. The goal is to have 12 pins, one for each month. The culminating pin will be the Centennial Committee seal and will be presented to all who have attended at least one event per month, and have collected the other 11 pins.
- **Rationale:** We will be selling other memorabilia of the year, but we want to generate enthusiasm for participation in all events, and we think this is a fun and inexpensive way to generate community pride.
- **Projected Cost:** \$1,250 for 1,000 pins Total: \$15,000 (Prizes for designers could be a sets of pins)
- **Source of funds:** Centennial fundraising and community sponsors.

3. Centennial Golf Tournament (Alex Aguiar)

- **Budget:** Will be sponsored by Dasi LLC a local aircraft inventory solutions provider
- **Location:** Golf course and Curtiss mansion, or just the Golf course
- **Event fee:** Tiered sponsorship entry levels
- **Date:** July 2026
- **Recommendation:**
 - If the pre-event party and breakfast are held at the Curtiss mansion, with all items provided by the mansion it should be a 50/50 income split.
 - All monies remaining after the costs of the Tournament that are paid will be donated to the Centennial Celebration.
 - Can remain an annual event if successful.

4. Centennial Release of History of Miami Springs Book (Seth Bramson)

- **Title:** From Country Club Estates to Miami Springs: The Centennial History of an incredible City
- The material is about and dealing with the history of Miami Springs.
- Contractual arrangements need to be finalized so that I (Seth) may begin working on the book in a timely manner. Introduction, chapter titles and first chapter will be presented to the person who is the designated contact for the City for their approval. The material as well as each completed chapter will also be forwarded to the City Manager in order that he may review and suggest additional items for each chapter if he so chooses.

5. Centennial Trees (Kathy Doyle)

- **Targeted Audience:** MS Community
- **Proposal:** MS would purchase and plant five golden poinciana trees to be planted at City entrances and near the Circle. Ideally, these will be planted immediately or on Arbor Day, April 26, 2024 so that they are thriving by 2026.
- **Rationale:** Since we are a Tree City, we should celebrate that title by a lasting contribution to our environment in honor of our Centennial. A golden Poinciana at each entrance, and one close to the center of the City will remind our community of our illustrious past and our commitment to a green future.
- **Projected Cost:** \$2,500
- **Source of funds:** The normal City budget for tree planting.

6. Glenn Curtiss Aviation and Food Festival (Aka Taste of Springs) (All Members)

- **Budget:** Committee is currently requesting \$10,000.
(Advertisement and equipment rentals)
- **Location:** Country Club banquet hall or Curtiss Mansion
- **Event fee:** Ticket tiers from \$75 - \$200
- **Date:** May 2026
- **Recommendation:**
 - This event should be opened to all restaurants interested in participating, both in and outside of the City.
 - The name is a work in progress and can be changed.
 - Will be an annual event.
 - Provide incentives for guests like a raffle during the initial event.
 - Committee Member Bramson will present a historic lookback at local restaurants during the initial event.

7. **Glenn Curtiss Circle Park name plate installation and Curtiss Parkway renaming** (Nihal Perera)

- **Proposal:** Captain Glenn Curtiss Parkway on every street sign in Miami Springs
- **Proposal:** Glenn Curtiss Circle Park, new much larger name plate situated in a very conspicuous location on the circle please, as he deserves both of these recognitions.

8. **Glenn Curtiss Motorcycle Show and Soap Box Derby Race** (Nihal Perera)

- **Targeted Audience:** all residents young and old from all over Miami
- **Proposal:** to enlighten all in attendance of Glenn Curtiss's Birthday weekend the amazing achievements of Glenn Curtiss was able to achieve as the fastest man on Earth holding that record for years in a row on a motorcycle.
- **Rationale:** This event will dramatically announce our Centennial bringing all Miami residents and motorcycle enthusiasts together not only for our Centennial but annually on 21st May birthday weekend of the incomparable Glenn Curtiss our founder.
- **Projected Cost:** Minimal due to Citizen's participation with their own motorcycles and as well as the soap box derby done by the citizen's as well.
- **Location:** None other than on Captain Glenn Curtiss Parkway.

9. **2026 New Year's Eve Fireworks Display** (Kathy Doyle)

- **Targeted Audience:** Entire Community
- **Proposal:** What a fun and impactful way to greet the Centennial Year!
- **Rationale:** This holiday event will dramatically announce our Centennial and bring all our citizens together for a festive evening!
- **Projected Cost:** ?
- **Source of Funds:** The Centennial Fundraising and a contribution from the City, considering we did not spend City funds on 4th of July fireworks in 2023

10. **School Activities including Traveling Trunks** (Kathy Doyle)

- **Targeted Audience:** Students, Curtiss Explorers Essay Contest for Middle School, Miami Springs Senior High Aviation Academy Open House. Senior High school Students will also be invited to assist at Centennial events for Community Service.
- **Projected Cost:** Trunks (3) \$600
 - Essay contest: Prizes \$500
- **Source of Funds:** Donations from Community Sponsors.

11. Smithsonian Exhibit (Kathy Doyle)

- **Targeted audience:** The Miami Springs, Hialeah and Opa Locka Communities
- **Proposal:** To bring a Smithsonian Museum exhibit to the Mansion for a portion of the Centennial Year. This is a possibility we are investigating. For our 90th Anniversary, the Curtiss Mansion hosted a traveling Smithsonian Exhibit called Waterways. We are hoping to work with the Smithsonian to possibly create a traveling exhibit on early aviation. Other possibilities include displaying an existing archived display of Posters of Early Aviation through WWI (minimal cost) or hosting an existing traveling exhibit called SPARK! featuring places of Innovation, since our Founder, Glenn Curtiss, was a great inventor.
- **Projected Cost:** TBA
- **Source of funds:** Grants plus sponsors

12. Statue/Monument unveiling (Nihal Perera)

- **Budget:** \$115,000 - \$200,000 (3 Installations and pedestals)
 - **Committee is currently requesting \$20,000.**
- **Location:** Behind Cavalier Clock in front of War memorial on Curtiss
- **Event fee:** Free unveiling but paid event afterwards
- **Date:** TBD but it's recommended for the unveiling to be the first major event to kick-start celebrations.
- **Recommendation:**
 - 3 pedestals are to be included to avoid vandalism, each at \$5,000.
 - The unveiling can be free but a paid cocktail/fundraiser event can be held afterwards at the mansion.
 - Invite local historian to give short speech about Glenn Curtiss and his achievements/contributions during the unveiling.
 - Committee Member Perera is willing to pay up to 100k in donations from his own saved income for the use of a statue of Glenn Curtiss and one or two large size aircraft models that won't exceed his budget.

13. Other Projects Proposed for Community Groups: (Kathy Doyle)

a. Decades Fashion Show and Luncheon

- **Targeted Audience:** Women of the Community
- **Proposal:** We have invited the Miami Springs Woman's Club to consider hosting this Centennial Event and Fundraiser.
- **Rationale:** Glenn Curtiss founded our City during the Roaring Twenties, and each decade has witnessed history and style trends. This should be a fun way for the women of our City to relive the history while fundraising for the many charities supported by our Woman's Club.
- **No Cost** to the City or Committee (except for the monthly pins presented to the attendees.

b. Historical Play

- **Targeted Audience:** Entire Community
- **Proposal:** The Pelican Playhouse has promised to update and stage the play written about the history of Miami Springs for the City's 75th Anniversary.
- **Rationale:** This would hopefully produce an artistic work that could be revived every 10 years to educate newcomers to our City and our children, and foster a sense of pride in our history. We would hope to have special matinee performances for the children of our community.
- **Cost:** Advertising and support of the Playhouse plus pin distribution to attendees.
- **Source of funds:** Admission and Sponsorships

c. Additional Proposed Community-Hosted Events:

- Church Choirs invited to host Church Concerts, inviting the Community to their Congregations.
- Encourage neighborhoods to plan Centennial Block Parties throughout the year to foster a festive, friendly spirit. These could be occasions to plant trees on the medians in the neighborhoods to celebrate our tradition as a Tree City USA.

Other possible events and activities currently in discussion:

Please see below the remaining ideas the Committee is currently reviewing and discussing. The Committee wants the Council to be aware of these items as they might be added onto the next report the Committee provides:

- **Bicycle Race & Scavenger Hunt**
- **Centennial Parade (sponsored floats)**
- **City Picnic and Movie Night**
- **Glenn Curtiss Exhibit**
- **LED projection informational walk**
- **Roaring 20's party at Curtiss Mansion**
- **Video Mapping Light show or Drone show**

This concludes the Committee's 2023 report. We hope to see the Mayor, Council and the City's staff continued support as we keep working on new ways to celebrate this great City's 100th anniversary.

Respectfully,

The Centennial Committee

A big thank you to attendee Mary-Jo Mejia Ramos for her constant support and suggestions and for her attendance to nearly every meeting the Committee has held.

We appreciate you!



MEMORANDUM

To: Honorable Mayor and Council

From: Haydee Sera, Esq., Weiss Serota Helfman Cole & Bierman, P.L., City Attorney

Date: January 22, 2024

RE: 1st Reading: Ordinance Amending Chapter 52, "Water," of the City Code of Ordinances (the "Code") to add Section 52-14, "Permanent Year-Round Landscape Irrigation Restrictions."

Recommendation: Adopt on first reading the proposed Ordinance adding Section 52-14, "Permanent Year-Round Landscape Irrigation Restrictions," of the City Code.

Background: On July 20, 2023, the South Florida Water Management District ("District") notified the City of Miami Springs (the "City") that Miami-Dade County (the "County") revised Section 32-8.2 of the County Code of Ordinances to strengthen and update existing, permanent year-round landscape irrigation restrictions (the "Irrigation Ordinance").

The County's Irrigation Ordinance sets forth the minimum standards for landscape irrigation within the incorporated and unincorporated areas of the County, among other things, and is applicable to the City. Specifically, the Irrigation Ordinance provides that it "shall apply to both the incorporated and unincorporated areas of the County...and in the incorporated areas of the County shall be enforced by the municipalities, unless the County is notified by a municipality, in the form of a letter from an authorized representative of the municipality or by a duly adopted resolution, that the municipality desires the County to enforce the restrictions identified in th[e] [Irrigation Ordinance] within that municipality." Accordingly, the City is currently enforcing the County's Irrigation Ordinance.

As part of the District's notification on July 20, 2023, the District advised the City that not all provisions of the County's Irrigation Ordinance were self-executing and requested that the City clarify how it intends to address the County's Irrigation Ordinance updates to ensure consistency with Chapter 40E-24 of the Florida Administrative Code. The Ordinance accompanying this memorandum was prepared to address the District's comments, and if adopted, will formally adopt and incorporate the County's Irrigation Ordinance, as amended, into the City Code and provide for local enforcement by City staff.

A summary of the County's Irrigation Ordinance requirements is available at the following link: <https://www.miamidade.gov/global/water/conservation/outdoor-water-restrictions.page>

Second Reading: If the Ordinance is adopted by Council on first reading, it will be advertised for second reading and placed on the agenda for the February 12, 2024, Council Meeting.

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Amending Code. That the Code of Ordinances of Miami Springs, Florida, is hereby amended by adding a section to be numbered 52-14, which said section shall read as follows:

CHAPTER 52 – WATER
ARTICLE I. – IN GENERAL

* * *

Section 52-14. *Permanent year-round landscape irrigation restrictions.* The City hereby incorporates and adopts and shall enforce the requirements set forth in Section 32-8.2, “Permanent Year-round Landscape Irrigation Restrictions,” of the Miami-Dade County Code of Ordinances, as may be amended from time to time. The provisions of Section 32-8.2 of the Miami-Dade County Code of Ordinances shall apply to all users within the City of any water resource, whether from publicly or privately owned water utility systems, private wells, or private connections with surface water bodies.

Section 3. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED ON FIRST READING on the __ day of _____, 2024, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2024, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

74 Vice Mayor Jacky Bravo _____
75 Councilmember Dr. Walter Fajet, Ph.D. _____
76 Councilmember Jorge Santin _____
77 Councilmember Dr. Victor Vazquez, Ph.D. _____
78 Mayor Maria Puente Mitchell _____

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MARIA PUENTE MITCHELL
MAYOR

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84 ATTEST:

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ERIKA GONZALEZ, MMC
CITY CLERK

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APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

Sec. 32-8.2. Permanent year-round landscape irrigation restrictions.

- (a) *Intent and purpose.* To protect the water resources of Miami-Dade County, Florida (County) from the harmful effects of overutilization, increase water use efficiency and prevent and curtail wasteful water use practices by providing mandatory year-round landscape irrigation conservation measures and prohibiting the operation of irrigation systems in a manner causing water to be wasted and to be consistent with the South Florida Water Management District's (District Governing Board) mandatory year-round landscape irrigation conservation measures under Chapter 40E-24, Florida Administrative Code, (F.A.C.). This program provides a minimum standard and shall apply to both the incorporated and unincorporated areas of the County, and in the unincorporated areas of the County shall be enforced as described in Section 32-8.2(e), and in the incorporated areas of the County shall be enforced by the municipalities, unless the County is notified by a municipality, in the form of a letter from an authorized representative of the municipality or by a duly adopted resolution, that the municipality desires the County to enforce the restrictions identified in this section within that municipality. Any municipality may establish and enforce its ordinance provided such ordinance is equivalent to or more stringent than the provisions of this section.
- (b) *Definitions.* In constructing the provisions of this section, the following definitions shall apply:
- (1) *Address* shall mean the "house number" (a numeric or alphanumeric designation) that, together with the street name, describes the physical location of a specific property. This includes "rural route" numbers but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property's address. If a lot number in a mobile home park or similar residential community is not used by the U.S. Postal Service (e.g., the park manager sorts incoming mail delivered to the community's address), then the community's main address shall be the property's address. If a property has no address, it shall be considered "even- numbered."
 - (2) *Athletic play area* shall mean all golf course fairways, tees, roughs and greens and other athletic play surfaces; including, football, baseball, and soccer fields, polo grounds, tennis courts, or lawn bowling fields, and rodeo, equestrian and livestock arenas.
 - (3) *Director* shall mean the Director of the Miami-Dade Water and Sewer Department or its successor agency.
 - (4) *District Governing Board* shall mean the South Florida Water Management District, a government entity; created under Chapter 373, F.S.
 - (5) *Even-numbered address* shall mean an address ending in the numbers 0, 2, 4, 6, 8, or rights-of-way or other locations with no address or the letters A—M.
 - (6) *Existing landscaping* shall mean any landscaping that has been planted and in the ground for more than ninety (90) consecutive days.
 - (7) *Irrigation* shall mean the application of water by means other than natural precipitation.
 - (8) *Irrigation systems* shall mean equipment and devices which deliver water to the landscaping being irrigated including, but not limited to, pumping stations, controls, main and submain pipelines, lateral pipelines, emitters, valves, fittings, and safety devices.
 - (9) *Landscaping* shall mean shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora, not intended for resale, which are planted and situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way except athletic play areas.

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- (10) *Landscape Irrigation* shall mean the outside watering of landscaping except athletic play areas as defined herein.
- (11) *Low-volume Hand Watering* shall mean the watering of landscaping by one person, with one hose, fitted with a self-canceling or automatic shutoff nozzle.
- (12) *Low-volume Irrigation* shall mean the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water used in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.
- (13) *Micro-irrigation* shall mean the application of small quantities of water on or below the soil surface as drops or tiny streams of spray through emitters or applicators placed along a water delivery line. Micro-irrigation includes a number of methods or techniques such as bubbler, drip, trickle, mist or microspray, and subsurface irrigation.
- (14) *New landscaping* shall mean any landscaping that has been planted in the ground for ninety (90) days or less.
- (15) *Odd-Numbered Address* shall mean an address ending in the numbers 1, 3, 5, 7, 9, or the letters N—Z.
- (16) *Reclaimed Water* shall mean wastewater that has received at least secondary treatment and basic disinfection and is reused after flowing out of a wastewater treatment facility as defined in Rule 62-40.210, F.A.C.
- (17) *User* shall mean any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee or other legal entity whether natural or artificial, the United States of America, and the State and all political subdivisions, regions, districts, municipalities, and public agencies thereof, which directly or indirectly takes water from the water resource, including uses from private or public utility systems, individual wells or pumps and uses under water use permits issued pursuant to Chapter 40E-2, F.A.C.
- (18) *Wasteful and unnecessary* shall mean allowing water to be dispersed without any practical purpose to the water use; for example, excessive landscape irrigation, leaving an unattended hose on a driveway with water flowing, allowing water to be dispersed in a grossly inefficient manner, regardless of the type of water use; for example, allowing landscape irrigation water to unnecessarily fall onto pavement, sidewalks and other impervious surfaces; allowing water flow through a broken or malfunctioning water delivery or landscape irrigation system.
- (19) *Water resource* shall mean any and all water on or beneath the surface of the ground including, but not limited to, natural or artificial watercourses, water bodies, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.
- (20) *Water shortage* shall mean when the District Governing Board determines via formal declaration that there is the possibility that insufficient water will be available to meet the present and anticipated needs of the users, or when conditions are such as to require a temporary reduction in total use within a particular area to protect water resources from serious harm. A water shortage usually occurs, but is not limited to occurring, due to drought.
- (21) *Water shortage emergency* shall mean when the District Governing Board determines the provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable- beneficial uses.
- (c) *Application of section.* The provisions of this section shall apply to all users of any water resource within the County, whether from publicly or privately owned water utility systems, private wells, or private connections

with surface water bodies. The provisions of this section shall not apply to athletic play areas, agricultural and nursery operations and irrigation performed using reclaimed water.

(d) *Permanent landscape irrigation restrictions.*

- (i) It shall be the duty of each User to keep informed as to the landscape irrigation conservation measures presented within this section, which affect each particular water use.
- (ii) The following requirements shall apply to all users unless specified otherwise herein:
 - (1) Irrigation of existing landscaping shall comply with the following:
 - (a) It shall be unlawful for any user to irrigate or to cause, let, permit, allow or suffer the irrigation of any residential, commercial, institutional, governmental or industrial landscaping areas between the hours of 10:00 a.m. and 4:00 p.m. daily except as otherwise provided herein.
 - (b) It shall be unlawful for any user to operate or cause, let, permit, allow or suffer the operation of any irrigation system or device in a wasteful and unnecessary manner including, but not limited to, watering paved areas, sidewalks, driveways, and parking lots.
 - (c) An Even-Numbered Address that has an irrigation system that irrigates both even-numbered and odd-numbered addresses within the same zones, including multifamily units and homeowners' associations, and rights-of-way or other locations with no address, as defined in this section shall only conduct necessary landscape irrigation on Thursday and/or Sunday.
 - (d) Odd-Numbered Addresses shall only conduct necessary landscape irrigation on Wednesday and/or Saturday.
 - (2) Users irrigating new landscaping shall comply with the following:
 - (a) Irrigation of new landscaping shall be prohibited between the hours of 10:00 a.m. and 4:00 p.m. daily, except as otherwise provided herein.
 - (b) On the day the new landscaping is installed, the new landscaping may be irrigated once without regard to the normally allowable watering days and times. Irrigation of the soil is allowed twenty-four (24) hours before installation without regard to the normal allowable watering days and times.
 - (c) The new landscaping shall be installed within a reasonable time from the date of purchase.
 - (d) The date of purchase of new landscaping may be demonstrated with a dated receipt or invoice.
 - (e) Irrigation of new landscaping is limited to areas containing the new landscaping only. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this paragraph if the zone in question is for an area that contains at least fifty (50) percent new landscaping. If a zone contains less than fifty (50) percent new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation under this paragraph. Targeted watering may be accomplished by low-volume hand watering, or any appropriate method which isolates and waters only the new landscaping.
 - (f) New landscaping which has been in place for thirty (30) days or less may be irrigated on Monday, Tuesday, Wednesday, Thursday, Saturday and/or Sunday.
 - (g) New landscaping which has been in place for thirty-one (31) to ninety (90) days may be irrigated on Monday, Wednesday, Thursday and/or Saturday.

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- (3) Any water shortage restrictions or other measures declared pursuant to Chapter 40E-21, F.A.C., or related District Governing Board or Executive Director orders which are more restrictive than a measure contained within this section, shall supersede this section for the duration of the applicable water shortage declaration.
 - (4) Landscape irrigation systems may be operated during restricted days and times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one test should not exceed ten (10) minutes per zone.
 - (5) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, or by federal, state or local law, or by the Florida Green Industries Best Management Practices for Protection of Florida Water Resources Manual, shall be allowed under the following conditions:
 - (a) Such watering-in of fertilizers containing nitrogen or phosphorus and application of fertilizers containing nitrogen or phosphorus for turf or landscaping are allowed only from November 1 to May 14 of each year pursuant to Section 18C-4 of the Code of Miami-Dade County, Florida.
 - (b) Such watering-in of fertilizers containing phosphorus and application of fertilizers containing phosphorus for turf or landscaping plants shall be limited to areas where a phosphorus deficiency has been demonstrated in the soil underlying the respective turf and landscaping by a soil analysis test performed by a State of Florida certified laboratory as required pursuant to Section 18C-4(C)(4) of the Code of Miami-Dade County, Florida.
 - (c) Such watering-in shall be limited to one application unless the need for more than one application is stated in the directions for application specified by the manufacturer: and
 - (d) Such watering-in shall be accomplished during normally allowable watering days and times set forth in subsections 32-8.2(d)(ii)(1)(c) and (d)(ii)(1)(d) unless a professional licensed applicator has posted on the date the fertilizer is applied a temporary sign containing the date of application and the date(s) of needed watering-in activity.
 - (6) Any landscaping may be irrigated using low volume irrigation, micro-irrigation, or low-volume hand watering methods including but not limited to the use of rain barrels, cisterns, or other similar rain-harvesting devices without regard to the watering days or times allowed pursuant to this section.
 - (7) Any user who purchases and installs an automatic landscape irrigation system shall properly install, maintain, and use technology that inhibits or interrupts the operation of the system during periods of sufficient moisture as required by Section 373.62, F.S.
 - (e) *Enforcement.* In the absence of a declaration of water shortage or water shortage emergency within all or any part of the County by the District's Governing Board or District's Executive Director, compliance with the landscape irrigation restrictions of this section shall be subject to enforcement action. Any violation of the provisions of subsection 32-8.2(d) herein shall be a violation of this section.
 - (1) Every law enforcement officer, code inspector as defined in Chapter 8CC, or sheriff, having jurisdiction in the area governed by this section shall, in connection with all other duties imposed by law, diligently enforce the provisions of this section. In addition, the County Mayor may delegate this section's enforcement responsibility to agencies and departments within the County government.
 - (2) Officers and code inspectors may provide violators with no more than one written warning. This section shall also be enforceable in accordance with the provisions of Chapter 8CC. The County may

take any appropriate legal action, including but not limited to emergency prohibitory and mandatory injunctive action to enforce the provisions of this section.

(f) *Penalties.* Violations of any provision of this section shall be subject to the penalties enumerated in Chapter 8CC. Each day in violation of this section shall constitute a separate offense.

(g) *Alternate method of compliance.*

(A) *Policy and intent.* It is the policy of Miami-Dade County to provide an alternate method of compliance to its year-round landscape irrigation restrictions for persons who demonstrate the need for such an alternate method of compliance to obtain reasonable and fair results. The purpose of this subsection is to provide persons with a process for making a request for and obtaining such an alternate method of compliance.

(B) *Applicability.* Any person who requires an alternate method of compliance in the application of the year-round landscape irrigation restrictions may request such accommodation pursuant to this subsection. A request for an alternate method of compliance shall be made in the manner prescribed in this subsection, which shall be the exclusive administrative remedy.

(C) *Application for an alternate method of compliance.* An application for an alternate method of compliance shall provide, at a minimum, the following information on a form prescribed by the Director:

- (1) Petitioner's name;
- (2) Petitioner's address of the property for which a request for an alternate method of compliance is made;
- (3) Petitioner's telephone number or other contact information if Petitioner does not have a telephone number;
- (4) South Florida Water Management District permit number and project name (if applicable);
- (5) Petitioner's representative (if applicable);
- (6) Water use activity;
- (7) Description of relief desired;
- (8) Demonstration that the request qualifies for an alternate method of compliance; and
- (9) Such other reasonable information or pertinent facts as the Director may require to verify that the requested alternate method of compliance is necessary.

(D) *Review and approval procedures.* An application for an alternate method of compliance shall be reviewed and decided in accordance with the following procedures:

- (1) *Reviewing authority.* The Director shall, in his or her sole discretion, designate an Alternate Method of Compliance Evaluator (the "AMC Evaluator") to review and decide on all applications for an alternate method of compliance based on the criteria provided below in subsection 32-8.2 (g)(D)(3) of the Code of Miami-Dade County, Florida. Appeals of such decisions shall be permitted only in accordance with the procedures below and shall be decided by the Director, whose decision shall be final, notwithstanding any other provisions of the Code governing appeals of administrative decisions.
- (2) *Decision.* The AMC Evaluator shall make a written determination within twenty-one (21) days of filing a complete alternate method of compliance application, as determined by the Director, and shall either grant, grant with modifications, or deny the application. The applicant will be notified of the determination by certified mail to the property's physical address.

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- (a) The determination shall be made in accordance with the review criteria set forth below and, when necessary, shall involve consultation with the applicant or, where appropriate, the person or persons acting on behalf of, or for the benefit of, the applicant.
 - (b) The AMC Evaluator may impose any reasonable and necessary conditions of approval, including the condition that the alternate method of compliance shall terminate either on the date indicated in the determination or, if no termination date is indicated in the decision, shall not run with the land and shall terminate when the applicant no longer resides at the subject property, to ensure that the alternate method of compliance does not result in negative or detrimental impacts to the County, its water conservation efforts, or the neighborhood and uses surrounding the applicant's property.
 - (3) *Review criteria.* The written decision to grant or deny a request for an alternate method of compliance shall be consistent with Chapter 40E-24, Florida Administrative Code and shall be based on whether the applicant has demonstrated that the restrictions would lead to an unreasonable or unfair result; provided the applicant demonstrates with particularity that compliance with the schedule will result in substantial hardship to the applicant, those served by the applicant, or the affected property. A substantial hardship as identified herein includes, but is not limited to, an economic hardship, a substantial negative impact on health or public safety, or other hardship on the applicant or those served by the applicant. Relief may be granted only upon a demonstration that such hardship exists, is peculiar to the person or the affected property, is not self-imposed, and a demonstration that granting the alternative method of compliance would be consistent with the general intent and purpose of this section.
 - (4) If granted, the applicant shall be required to post a notice at each parcel to which the alternate method of compliance applies.
 - (5) An alternative method of compliance shall automatically be deemed invalid if it has terminated or if the User or its agent violates the terms of the approved alternative method of compliance.
 - (E) *Appeal of determination.* An aggrieved or adversely affected party may appeal the AMC Evaluator's decision to the Director in accordance with the following procedures:
 - (1) *Time to appeal.* The applicant may file an appeal within thirty (30) days of the date of the AMC Evaluator's written decision.
 - (2) *Filing the appeal.* Appeals shall be filed with the Department on a form prescribed by the Director. Where the appeal is filed by a party other than the applicant, the Department shall provide the applicant written notice of such appeal, and the applicant may submit a written response within thirty (30) days of the date of such written notice.
 - (3) *Director's decision.* Within sixty (60) days of the date the appeal is filed or the date the applicant submits a written response, whichever is later, the Director shall approve or deny the appeal and may affirm, modify, or reverse the decision under review. The applicant will be notified of the determination via certified mail to the property's physical address.
 - (a) The Director's decision shall be consistent with and based on the above-referenced state laws and the review criteria set forth above, the stated basis for the appeal, and the applicant's response if any.
 - (b) Except as provided in this section, the Director's decision shall be set forth in writing and shall be final, notwithstanding any other provisions of the code governing appeals of administrative decisions.
 - (F) *Fees.*

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- (1) There shall be no fee for an application requesting an alternate method of compliance from the AMC Evaluator in accordance with this section.
 - (2) There shall be no fee for an applicant's appeal or other parties appealing the AMC Evaluator's decision in accordance with this section.
 - (3) If the project for which the request is being made includes requests for other approvals or permits, such other application fees shall continue to apply.
- (G) *Exhaustion of remedies.*
- (1) To the extent permitted by federal and state laws, any applicant aggrieved or adversely affected by any decision or determination of an administrative official shall exhaust the administrative remedies prescribed in this section prior to applying to any enforcing agency or court for relief.
 - (2) No party aggrieved or adversely affected by any decision or determination of an administrative official may apply to any court for relief unless such person has first exhausted the remedies provided for in this Section and taken all available steps provided for herein.
- (h) *Declaration of water shortage or water shortage emergency.* Declaration of a water shortage condition and/or water shortage emergency, as declared by the District's Governing Board or District's Executive Director, within all, part, or multiple parts of the County shall supersede this section for the duration of the applicable water shortage declaration in accordance with Section 32-8.1, Water Shortage Emergency Restrictions. A water shortage usually, but not always, occurs due to drought.
- (Ord. No. 91-18, § 3, 2-19-91; Ord. No. 91-78, § 1, 7-9-91; Ord. No. 09-25, § 1, 4-7-09; Ord. No. 23-11, § 2, 2-7-23)



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Attention: Erika (Billing) Gonzalez-Santamaria

CITY OF MIAMI SPRINGS
201 WESTWARD DRIVE
MIAMI, FL 33166

GONZALEZE@MIAMISPRINGS-FL.GOV

NOTICE OF PUBLIC HEARING

The Miami Springs City Council will conduct a public hearing at their regular meeting on Monday, February 12, 2024 at 7:00 p.m. in person at City Hall, 201 Westward Drive, Miami Springs, Florida and through virtual teleconferencing by using the Zoom platform by dialing (305) 805-5151/(305) 805-5152 and inputting the Meeting ID: 863-9512-4146, followed by #, no participant ID, press # again; regarding the following proposed ordinance:

AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, AMENDING CHAPTER 52, "WATER," OF THE CITY'S CODE OF ORDINANCES BY ADDING SECTION 52-14 TO INCORPORATE APPLICABLE MIAMI-DADE COUNTY PERMANENT YEAR-ROUND LANDSCAPE IRRIGATION RESTRICTIONS AND PROVIDE FOR ENFORCEMENT BY THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

Erika Gonzalez-Santamaria, MMC, City Clerk

Anyone wishing to offer verbal or written comment regarding the proposed ordinances may do so at the public hearing. Copies of the proposed ordinances are posted for public review on the bulletin board located next to the elevator on the first floor at City Hall.

If any person decides to appeal any decision of this Board with respect to any matter considered, s/he will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made (F. S. §286.0105).

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk, 201 Westward Drive, Miami Springs, Florida 33166. Telephone: 305.805.5006, no later than seven days prior to the proceeding.
IPL0156908
Jan 26 2024

PUBLISHED DAILY MIAMI-DADE-FLORIDA

STATE OF FLORIDA COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Stefani Beard, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue(s) of:

Publication: Miami Herald

1 insertion(s) published on:

01/26/24

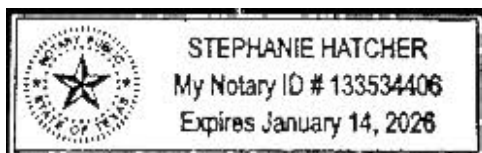
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s).

Stefani Beard

Sworn to and subscribed before me this 31st day of January in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING
THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN
INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY
FOR FILM AND PHOTO PERMITTING SERVICES;
PROVIDING FOR IMPLEMENTATION; AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, Section 2-11.14 of the Miami-Dade County (“County”) Code of Ordinances authorizes the County to enter into interlocal agreements with the various municipalities within the County for the provision of film and photography permitting services relating to the use of municipal property and services (the “Permitting Services”) through the County Film and Entertainment Office (the “Film Office”); and

WHEREAS, on January 22, 2018, the City Council adopted Resolution No. 2018-3760, approving an interlocal agreement with the County for the provision of the Permitting Services, which interlocal agreement has since expired; and

WHEREAS, the County has proposed entering into a new Interlocal Agreement (the “Agreement”), attached hereto as Exhibit “A,” with the City for the provision of Permitting Services through the Film Office on behalf of the City; and

WHEREAS, the City Council desires to authorize the City Manager to negotiate and execute the Agreement in substantially the form attached hereto as Exhibit “A” to permit the County to provide the Permitting Services through the Film Office on behalf of the City; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Authorization. That the City Council hereby authorizes the City Manager to negotiate and execute the Agreement on behalf of the City in substantially the form attached hereto as Exhibit “A,” subject to approval by the City Attorney as to form, substance, and legality.

Section 3. Implementation. That the City Council hereby authorizes the City Manager to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Jacky Bravo	_____
Councilman Jorge Santin	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 12th day of February, 2024.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

**INTERLOCAL AGREEMENT
FILM PERMITTING
MIAMI-DADE COUNTY – CITY OF MIAMI SPRINGS**

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between Miami-Dade County, Florida (“County”) and City of Miami Springs (“City”).

WHEREAS, the Board of County Commissioners passed Ordinance 91-50, in order to effect a one stop permitting process within the Miami-Dade Office of Film and Entertainment ("Film Office"); and

WHEREAS, the Ordinance allows for the County to enter into interlocal agreements with the various municipalities within Miami-Dade County in order for the Miami-Dade Film Office to permit for use of municipal property and services; and

WHEREAS, the various municipalities have expressed willingness to enter into agreement with Miami-Dade County to perform this function on their behalf:

NOW THEREFORE, for and in consideration of the terms, conditions and covenants contained herein, Miami-Dade County and the City hereto agree as follows:

1. Purpose: The City hereby authorizes the County, through its Film Office, to issue permits to film and still photography production companies allowing them to utilize City facilities and services as authorized by the City.
2. Term: The City grants authorization to the County, through its Film Office, to issue permits for the period of five years, commencing ten (10) days from the date of approval of this Agreement by both parties.
3. Option to Renew: The County or the City may, upon written notice to the other thirty (30) days prior to the expiration of this Agreement, renew the Agreement for two (2), five (5) year periods.
4. Cancellation: This Agreement may be canceled by either party by providing written notice of intention to terminate, with 30 days prior notice, with or without cause. Any permits which may have been issued prior to termination, but covering dates after the termination date will be honored.
5. Liaison: The City will appoint a representative to act as liaison to the Film Office, and who will coordinate City facilities and services, and who shall have the authority to authorize the issuance of permits by the County on behalf of the City.
6. Advance Notice: The County agrees to provide written notice to the City, via email and U.S. mail, of requests for City facilities or services within one working day of receipt of the request from a production company for such service. The City retains the right to deny

issuance of a permit based on insufficient advance notice.

7. Insurance: The County, through its Film Office agrees to obtain from any production company issued a permit for the City, an insurance certificate, naming the City as additionally insured, in the amount of one million dollars (\$1,000,000.00) for film production and for still photography, providing for comprehensive general liability coverage. In the event that the County fails to verify required insurance, and the City has not waived said requirement, the County shall assume liability under state tort law, subject to the limitations in Section 768.28, Florida Statutes. Verifying insurance means that the County obtains a copy of the production company's liability insurance policy naming the City as an additional insured in the amounts described above.

8. Refusal: The City Mayor, Manager or designated employee in his/her discretion maintains the right to reject any permit application if the City determines that it would not be in the best interest of the City to approve the permit application and the granting of the permit would not serve to promote the general welfare of the community.

9. Guidelines: The City agrees to provide, in writing, guidelines to govern the issuance of permits issued on the City behalf. These guidelines are subject to revision at any time, subject to ten (10) days written notice to the Film Office. All Guidelines must conform to law.

10. Facilities: The City agrees to provide in writing, a schedule of facilities, services and associated fees and required deposits, which it wishes to make available for use. Further, the County agrees to forward any requests for special facilities which the City may own or control and may be requested by a production company.

11. Collections: The City agrees that they will be responsible for the billing and collection of any fees or charges assessed to a production company for use of facilities and/or services and the County will in no way be liable for such charges, if unpaid. The County shall not issue permits to film and still photography production companies that have unpaid fees or charges assessed by the City under this section, provided the City has notified the County of such unpaid fees or charges.

12. Hold Harmless: The City agrees that they will hold the County harmless and that the County will be in no way be liable for any damages caused by a production company permitted to film in the City, where the permit was issued with the appropriate authorization of the City's Liaison.

13. Facility Photo File: The City agrees to provide the County with photographs of available areas or facilities which the City wishes to promote for the use of film production and the County agrees to make this material available to production companies, in an effort to market the City, County and South Florida to the film industry.

14. Notice: All legal notices regarding this Agreement must be sent to the following address:

Miami - Dade County
Attn: Office of Film & Entertainment
111 NW 1st Street, 21st Floor
Miami, FL 33128

City of Miami Springs
JC Jimenez, City Manager
201 Westward Drive
Miami Springs, FL 33166

15. Amendment: This Agreement may be amended only by the mutual written consent of both parties.

16. Entire Agreement: This Agreement, and any Exhibits to this Agreement, contain the sole and entire agreement entered into by the parties with respect to the subject matter of the Agreement, and supersede any and all other prior written or oral agreements.

17. Severability and Savings Clause: If any term or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to the persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. Governing Laws: The laws of the State of Florida shall govern this Agreement. This Agreement is subject to and shall be interpreted to effectuate its compliance with the Miami-Dade County Charter and the City Charter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above:

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Daniella Levine Cava
County Mayor

Approved by County Attorney as
to form and legal sufficiency.

By: _____

~~Village of El Portal~~ City of Miami Springs

By: _____
Name: _____
Title: _____

Signed in the presence of:

Witness: _____ Witness: _____

Print Name: _____ Print Name: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day _____ of, 20____, before me, _____ an officer duly authorized to administer oaths and take acknowledgments, appeared [] in person or [] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the _____ of _____, an existing Corporation under the laws of the State of _____, and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the ____ day of _____, 20____.

Notary Public

Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____

My Commission expires: _____



AGENDA MEMORANDUM

Meeting Date: 2/26/2024

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: J.C. Jimenez, City Manager

From: Omar L. Luna, Recreation Director

Subject: Contract Extension for Match Point Enterprise, LLC.


Recommendation:

Recommendation by Recreation that Council approve an extension of the contract with Match Point Enterprises, LLC, on a month to month basis in the amount of \$1,250.00 per month, for the Operation of Tennis Programs as funds were budgeted in the FY23/24 Budget pursuant to Section §31.11 (E)(5)(c) of the City Code and pursuant to the City's existing contract.

Discussion:

The current contract with Match Point Enterprise, LLC is set to expire on February 29, 2024. We are asking to approve the amendment to the contract that will allow for the City and Match Point Enterprises, LLC, to enter an agreement on a month to month basis. This will allow for us to still provide programming at the Tennis Facility until the RFP process is complete.

Submission Date and Time: 2/7/2024 1:08 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Choose a Dept.</u>	 Dept. Head: _____	Dept./ Desc.: <u>Recreation Department</u>
Prepared by: <u>Choose a name</u>	Procurement: _____	Account No.: <u>001-5703-572.34-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>15,000.00</u>
		Current request: \$ _____
		Total vendor amount: \$ _____

RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MATCH POINT ENTERPRISES, LLC TO EXTEND THE TERM OF THE AGREEMENT ON A MONTH-TO-MONTH BASIS BEYOND THE FEBRUARY 29, 2024, EXPIRATION DATE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 1, 2021, the City of Miami Springs (the “City”) entered into a professional services agreement (the “Agreement”) with Match Point Enterprises, LLC (the “Provider”) for the operation of a tennis program in the City (the “Services”); and

WHEREAS, the Agreement is set to expire on February 29, 2024; and

WHEREAS, the City Council desires to approve a First Amendment to the Agreement (the “First Amendment”) in substantially the form attached hereto as Exhibit “A” to extend the term of the Agreement on a month-to-month basis; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. The City Council approves the First Amendment to the Agreement with the Provider.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute the First Amendment to the Agreement with the Provider in substantially the form attached hereto as Exhibit “A,” subject to the final approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption.
The motion was seconded by _____ and upon being put to a vote, the vote
was as follows:

Vice Mayor Jacky Bravo
Councilmember Dr. Walter Fajet, Ph.D.
Councilmember Jorge Santin
Councilmember Dr. Victor Vazquez, Ph.D.
Mayor Maria Puente Mitchell

PASSED AND ADOPTED this ____ day of _____, 2024.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
MATCH POINT ENTERPRISES, LLC**

THIS FIRST AMENDMENT to the **PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is entered into as of the _____ day of _____, 2024 (the “Effective Date of First Amendment”), by and between the **CITY OF MIAMI SPRINGS**, a Florida municipal corporation, (the “City”) and **MATCH POINT ENTERPRISES, LLC**, a Florida Limited Liability Company (hereinafter, the “Provider”), collectively referred to as the “Parties.”

WHEREAS, on March 1, 2021, the City of Miami Springs (the “City”) entered into a professional services agreement (the “Agreement”) with Match Point Enterprises, LLC (the “Provider”) for the operation of a tennis program in the City (the “Services”); and

WHEREAS, the Agreement is set to expire on February 29, 2024, and currently provides for compensation to the Provider in the amount of \$5,000 every four months; and

WHEREAS, the City and Provider desire to enter into this First Amendment to the Agreement to extend the term of the Agreement on a month-to-month basis and prorate compensation for the Services to an amount not to exceed \$1,250 per month; and

WHEREAS, the City and the Provider have agreed to amend the Agreement as further set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the City and Provider agree as follows:¹

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Amendment to Section 5 of the Agreement.** Section 5 of the Agreement is amended as follows:

Section 5. Payment. Due to the fact that the Facility is a municipal tennis center, the local demographics, and the requirement to provide services and products to its taxpayers at municipal facility" pricing, the City agrees to provide an annual subsidy to the Provider of \$15, 000. 00 in three (3) equal \$ 5, 000 payments each payable on December 1, March 1, and September 1 of each calendar year to

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

assist in the day- to- day operation of the Facility. In addition, it is specifically understood and agreed that the Provider will retain any revenues derived from any usage of the Facility during the term of this Agreement. Such revenues shall include, but not be limited to, membership fees, court-rental payments, private lessons, tournaments, clinics, other programs/ activities operated by the Provider and all services provided by and goods sold from the pro shop maintained at the Facility. Notwithstanding the foregoing, after the Initial Term, the City agrees to provide a subsidy to the Provider in the amount of \$1,250 for the provision of the Services during the term of a Monthly Renewal.

3. **Amendment of Section 7 of the Agreement.** Section 7 of the Agreement is amended as follows:

2.1. **Term of Agreement.** This Agreement shall be for a period of three (3) years beginning on March 1, 2021, and ending on February 29, 2024 (the “Initial Term”). Additionally, the City Manager may renew this Agreement on a month-to-month basis (each a “Monthly Renewal”) on the same terms as set forth herein upon written notice to the Provider.

4. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

5. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

6. **Defined Terms.** All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

7. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

[THIS SPACE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]

CITY OF MIAMI SPRINGS

**TENNIS PROFESSIONAL CONSULTANT AGREEMENT
BETWEEN THE CITY OF MIAMI SPRINGS, FLORIDA
AND
MATCH POINT ENTERPRISES, LLC**

THIS AGREEMENT ("Agreement") is entered into this 1st day of March, 2021 by and between the City of Miami Springs, Florida, a Florida Municipal Corporation, ("City") and Match Point Enterprises, LLC, a Florida Limited Liability Company ("Provider").

RECITALS:

WHEREAS, the City strives to maintain a cost-effective and citizen-responsive operation at the City's Tennis and Racquetball Court Facility; and

WHEREAS, the City has the facilities available to provide an operational venue for the Provider and the Provider has expressed a willingness to provide the programs, assistance, and management required for the operation of a tennis program in the City; and

WHEREAS, the City is desirous of providing the widest variety of recreational and educational activities for citizens on a continuing basis.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the mutual sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Definitions.** The following words and phrases shall have the meaning set forth herein:

- a. "City" shall mean the City of Miami Springs, Florida.
- b. "Facility" shall mean the Miami Springs Tennis and Racquetball Court Facility building and premises located at 1401 Westward Drive, Miami Springs, FL 33166.
- c. "Program" shall mean a tennis instructional program coordinated and taught by the Provider.
- d. "Provider" shall mean Match Point Enterprises, LLC

Section 2. **Relationship of the Parties and Exclusivity.** The City hereby grants Provider the exclusive right and control over the operation of the Facility. In exchange and consideration for this exclusivity, the Provider will provide supervisory, operational, tennis lessons/instructional services, and all other tennis-related services at the Facility, all as more fully set forth herein. The Parties hereto contemplate that the Provider will utilize the services of Manuel A. Fabian for a majority of the services contemplated by this Agreement. The only exceptions to this grant of exclusivity are as follows:

- a. Tennis lessons/instruction provided by coaches or designated assistants of local schools utilizing the Facility for practice or tournaments.
- b. Special events that may be scheduled at the Facility with the approval of the Provider by the City or any City-sponsored specific group or organization for a special courtesy fee.

Section 3. **City's Duties and Responsibilities.** In accordance with the relationship of the parties created by this Agreement, the City will be required to perform the following duties and responsibilities:

- a. Maintain the Facility, its infrastructure, buildings, and courts.
- b. Provide and pay for all required utility services for the Facility.
- c. Provide the Provider full operational control and access to the Facility.
- d. Authorize and permit the sale of tennis equipment and supplies at the Facility by the Provider.
- e. Authorize and permit the Provider to provide personal instruction and training and all other tennis-related activities at the Facility.
- f. Authorize and permit the Provider to control the scheduled uses of Facility.

Section 4. **Provider's Duties and Responsibilities.** In accordance with the relationship of the parties created by this Agreement, the Provider will be required to perform the following duties and responsibilities:

- a. Conduct professional instruction sessions for individuals and groups at the Facility.
- b. Insure that the Facility is open for use for a minimum of eight (8) hours a day, seven (7) days a week.
- c. Promote the use of the Facility through the Provider's individual instruction services, group demonstrations and clinics, and any advertising or marketing materials or campaigns produced by the Provider ("Promotions"). All Promotions must be approved in advance by the City.
- d. Provide daily supervision and control of the Facility, including but not limited to, opening and closing, proper use and maintenance of the Facility, and the coordination daily activities at the Facility.
- e. Make reasonable appearances before the City Council to provide information regarding Facility operations, activities, programs and Promotions.

- f. Establish and promote tennis-related activities, programs, tournaments, clinics, and special summer sessions for juniors, seniors, women, and other specialty groups at the Facility.
- g. Upon advance approval by the Provider, Permit the usage of the Provider's name, logo or other identifying marks/designations in the advertising and marketing of the Facility provided by the City.
- h. Permit usage of the Facility by the Miami Springs High School tennis team.
- i. Establish, operate, and provide all necessary funding for a pro shop at the Facility which offers tennis-related equipment, clothing, and other related tennis products for sale to the public and also provides tennis equipment repair services.
- j. Perform all functions at the Facility in a proper and appropriate manner, never identifying Provider as a City employee. Provider shall be attired or uniformed in a manner that distinguishes Provider as an independent tennis professional and not as a member of the City's management or staff.

Section 5. **Payment.** Due to the fact that the Facility is a municipal tennis center, the local demographics, and the requirement to provide services and products to its taxpayers at "municipal facility" pricing, the City agrees to provide an annual subsidy to the Provider of \$15,000.00 in three (3) equal \$5,000 payments each payable on December 1, March 1, and September 1 of each calendar year to assist in the day-to-day operation of the Facility. In addition, it is specifically understood and agreed that the Provider will retain any revenues derived from any usage of the Facility during the term of this Agreement. Such revenues shall include, but not be limited to, membership fees, court-rental payments, private lessons, tournaments, clinics, other programs/activities operated by the Provider and all services provided by and goods sold from the pro shop maintained at the Facility.

Section 6. **Authority for Employees, Assistants, and Volunteers.** It is hereby mutually acknowledged and agreed that the Provider may hire employees or assistants, or utilize volunteer workers, to assist in the operation of the Facility. However, all such persons shall be required to be properly screened in accordance with the City's background investigation and fingerprinting policy and procedures and shall be the sole and exclusive responsibility of the Provider. In addition, all background investigation and fingerprinting costs and all other payments or insurance coverages required for these parties shall remain the sole and exclusive responsibility of the Provider. Prior to the execution of this Agreement, the Provider shall furnish the City with a copy of a screening and background check, including a criminal background check for Provider and Provider's officials, agents, employees or subcontractors providing services under this Agreement. The Provider shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide services under this Agreement. In the event that additional individuals are authorized to perform services, the

Provider shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing services. It shall be in the City Manager's complete and sole discretion as to whether the type of check and the results are acceptable.

Section 7. Term of Agreement. This Agreement shall be for a period of three (3) years beginning on March 1, 2021 and ending on February 29, 2024.

Section 8. Effective Date. The effective date of this Agreement shall be March 1, 2021, so long as this Agreement is fully executed by both Parties prior to that date ("Effective Date").

Section 9. Renewal of Agreement. This Agreement may be extended or renewed upon the written mutual consent and agreement of the parties hereto and approval of the City Council.

Section 10. Termination of Agreement. This Agreement may be terminated by either party hereto, without cause, by providing the other party written notice thereof by certified mail, return receipt requested, or by hand delivery, to be effective thirty (30) days from receipt of said written notice of termination.

Section 11. Confidentiality. In the performance of this Agreement, Provider may be exposed to the confidential information of the City and other entities. Provider shall not disclose to any party, other than the City Manager, Finance Director and those other City representatives authorized in writing by the City Manager, any such confidential information acquired during the performance of Provider's services for the City. Regardless of the term of this Agreement, Provider shall be bound by this obligation until such time as said confidential information shall become part of the public domain. Information regarding all aspects of the City's business and all information relating to the management services provided shall be presumed to be confidential, except as may be provided by law, and as same shall have been published or otherwise made freely available to the general public without restriction.

Section 12. Insurance. Provider shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to the City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of Provider's insurance and shall not contribute to Provider's insurance. The insurance coverage shall include at a minimum the amounts set forth in this Section and may be increased by the City as it deems necessary or prudent.

- a. **Commercial General Liability.** Provider shall secure and maintain Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverage and eliminate the exclusion with respect to property under the care, custody and control of the City. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- b. **Workers Compensation and Employer's Liability.** Provider shall secure and maintain Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of Provider shall be allowed to provide services or act pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. **Business Automobile Liability.** Provider shall secure and maintain Business Automobile Liability insurance with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. **Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Worker's Compensation Insurance), no later than ten (10) days prior to the Effective Date of this Agreement. Each certificate shall include no less than (30) thirty-days' advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. Provider shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the Effective Date of this Agreement, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

- e. **Additional Insured.** Except with respect to Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the Provider resulting from the services performed by or on behalf of the Provider in performance of this Agreement. Provider's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Provider's insurance. Provider's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- f. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. Provider shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.
- g. **Survival.** The provisions of this section shall survive termination of this Agreement.

Section 13. Hold Harmless and Indemnification. In addition to the aforementioned required insurance coverage to be provided to the City, Provider shall hold the City, including its officials, employees and representatives, harmless and indemnify it against all claims, demands, damages, actions, causes of actions, liability, costs, expenses, and attorney's fees arising out of, or resulting from, injury to or death of persons, or damage to or loss of property, sustained on or about the Facility, arising from the services, acts, actions, omissions or failures to act of Provider or of any of its employees, agents, representatives, invitees, or guests. Additionally, the protections provided by this provision shall also include any costs, expenses, or legal fees the City may incur in establishing that Provider or its insurer are responsible to provide protection, coverage, and representation to the City, its officials, employees, and representatives for any incident that may occur during the term hereof. This section shall survive termination of this Agreement.

- a. **First Aid Indemnification.** Provider further agrees to indemnify the City and its officers, agents, employees, servants, representatives, and volunteers from any and all suits, liability, claims or judgment of any kind, including attorney's fees, and including without limitation, any claims by third parties, in any way concerning, relating to, arising out of, or in any manner connected with any first aid treatment or lack thereof, or any services rendered or lack thereof, for injuries or illnesses during participation in any activities contemplated by this Agreement. This section shall survive termination of this Agreement.

Section 14. Prohibited Activities and Compliance with Laws. Provider shall not use the Facility for any inappropriate or unlawful purpose and shall comply with all State, County and City laws, statutes, ordinances, policies, rules and regulations applicable now, or in the

future, for the operation of the services contemplated by this Agreement and use of the Facility. Provider shall not permit any offensive, or dangerous activity, nor any nuisance or other conduct in violation of the public policy of the City, county or state on the Facility.

Section 15. **Nondiscrimination.** Provider represents and warrants to the City that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the performance of this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

Section 16. **Licensed or Registered Personnel.** All services to be rendered by Provider under this Agreement, which are required by law to be performed by or under the direction of a duly licensed or registered professional, shall be rendered in compliance with such requirements.

Section 17. **Assignment.** Provider shall not assign, sublet or transfer any portion of its duties, obligations, or responsibilities under this Agreement without the advance written approval of the City. It is specifically understood and agreed that the City's decision to either permit or deny any such assignment, subletting or transfer shall be within its sole and exclusive discretion and that any such decision by the City shall be presumed to be reasonable.

Section 18. **Attorneys' Fees and Costs.** If the City or Provider incurs any expense or cost in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be entitled to recover all such costs and expenses, including but not limited to court costs, and reasonable attorneys' fees incurred during litigation, including any trials and appeals.

Section 19. **Maintenance of Premises.** Provider agrees to clean and maintain the area used for its activities so that it is returned to the City in the same condition as received. In the event that Provider does not comply with this section, Provider agrees to reimburse the City for the actual costs incurred in cleaning and/or repairing the Facility following its use.

Section 20. **Independent Relationships.** None of the provisions of this Agreement are intended to create nor shall they be deemed or construed to create any relationship between the City and Provider other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees shall be construed to be the employer, agent or representative of the other.

Section 21. **Independent Contractor.** In all matters related to this Agreement, the Provider is to be considered an independent contractor and not a City employee.

Section 22. **Third Party Beneficiaries.** Neither Provider nor the City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

Section 23. **No Authority to Bind Municipality.** Provider shall have no authority to contract for or legally bind the City with respect to any matter, including but not limited to the subject matter of this Agreement.

Section 24. **Audit and Inspection Rights.**

- a. The City may, at reasonable times, and for a period of up to three years following the date of final performance of Provider's services under this Agreement, audit, or cause to be audited, those books and records of Provider that are related to Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.
- b. The City may, at reasonable times during the term hereof, inspect Provider's facilities and perform such inspections as the City deems reasonably necessary to determine whether the services required to be provided by Provider under this Agreement conform to the terms of this Agreement. Provider shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representative(s).

Section 25. **Public Records.** The Parties agree that they will comply with any and all requirements imposed upon them by Chapter 119, Florida Statutes, Florida's Public Records Act. Where the words "Contractor," "Public Agency," or "Contract" are used in this Section, they shall be deemed to mean "Provider," the "City," and "Agreement," respectively. The Contractor is required to comply with Florida's public records law and specifically to:

- a. Keep and maintain public records required by the Public Agency to perform the service.
- b. Upon request from the Public Agency's custodian of public records, provide the Public Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Public Agency.

- d. Upon completion of the Contract, transfer, at no cost, to the Public Agency all public records in possession of the Contractor or keep and maintain public records required by the Public Agency to perform the service. If the Contractor transfers all public records to the Public Agency upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Public Agency, upon request from the Public Agency's custodian of public records, in a format that is compatible with the information technology systems of the Public Agency.
- e. **Public Records Disclosure Pursuant to Section 119.0701, Florida Statutes: IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF MIAMI SPRINGS, ATTN; CITY CLERK, 201 WESTWARD DRIVE, MIAMI SPRINGS, FLORIDA 33166, 305-805-5006.**

Section 26. **Binding Effect.** This Agreement shall be binding upon and enforceable against any successors of each respective party.

Section 27. **Waiver.** There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver of such right. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 28. **Intent to be Legally Bound.** By signing this Agreement, the Parties confirm and state that they have carefully read the Agreement, that they know the contents thereof, that they fully expect to carry out each and every provision, and that they intend to be legally bound by the rights and obligations set forth herein.

Section 29. **Headings.** The headings for each section in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning of any provision.

Section 30. **Complete Agreement.** This document shall represent the complete agreement of the Parties. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 31. **Amendments or Modifications.** It is anticipated that the terms and conditions of this Agreement may be periodically amended or modified. Any amendment or modification to this Agreement must be in writing and duly executed by all Parties to this Agreement.

Section 32. **Severability.** The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions of this Agreement.

Section 33. **Counterparts.** The Parties hereto may execute this Agreement in any number of separate counterparts, each of which, when executed and delivered by the Parties hereto, shall have the same force and effect of an original. All such counterparts shall be deemed to constitute one and the same instrument.

Section 34. **Signing Authority.** The signatory for each party personally certifies and represents that he or she is authorized to sign on behalf of such party.

Section 35. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Miami-Dade County, Florida, or, in the event of federal jurisdiction, in the Southern District of Florida.

Section 36. **Waiver of Trial By Jury.** **BY ENTERING INTO THIS AGREEMENT, THE CITY AND PROVIDER EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

Section 37. **Deadlines.** Whenever a deadline designated in this Agreement falls on a Saturday, Sunday, or Legal Holiday as defined in Section 683.01, Florida Statutes, as it may be amended from time to time, the deadline shall be extended to the next business day.

Section 38. **Calendar Days.** Unless otherwise stated, all references to “days” shall mean calendar days, not business days.

Section 39. **Time.** Time is of the essence as to each term of this Agreement.

Section 40. **Miscellaneous.**

- a. It is understood that Provider shall perform all services set forth herein in a good and workable manner. City reserves the right to terminate this Agreement for any reason at any time, including, but not limited to, Provider misconduct, insufficient number of participants, or unavailability of facilities. In the event of termination by the City, the Provider shall not be entitled to any damages and shall not be entitled to any compensation other than that earned prior to notification by the City that this Agreement has been terminated.
- b. Provider shall, without expense to the City, be responsible for obtaining any necessary licenses in connection with the performance of the services specified herein.
- c. Provider shall take proper safety and health precautions, including the employment of needed assistance, to protect participants, the City, and the public property of others. Provider shall be responsible for all services performed until completion of this Agreement.
- d. Provider shall not promote any privately owned business or studio in any City facility or solicit a participant in a City facility class for any privately-owned business or studio. It is further understood that such action(s) may result in immediate termination of this Agreement.

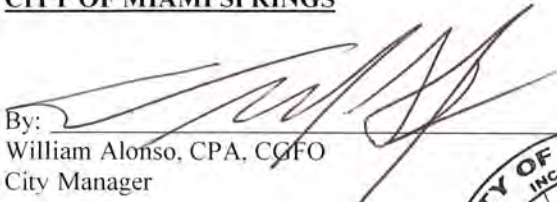
Section 41. **Notices.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.


[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.


CITY OF MIAMI SPRINGS

CONSULTANT

By: 
William Alonso, CPA, CQFO
City Manager

By: 
manuel Fabian
owner

Attest:

By: 
Erika Gonzalez, MMC
City Clerk



By:  MATCH POINT ENTERPRISES, LLC

Approved as to form and legal sufficiency:

By: 
Weiss Serota Helfman Cole + Bierman, P.L.
City Attorney

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonso@miamisprings-fl.gov (email)

Addresses for Notice:

Match Point Enterprises, LLC
Attn: Manuel Fabian
561 Wren Avenue
Miami Springs, FL 33166
_____(telephone)
_____(email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Daniel A. Espino/Haydee Sera
City of Miami Springs Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
despino@wsh-law.com
hsera@wsh-law.com (email)

With a copy to:

Match Point Enterprises, LLC
Registered Agent
561 Wren Avenue
Miami Springs, FL 33166
_____(telephone)
_____(email)



AGENDA MEMORANDUM

Meeting Date: 2/12/2024

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: JC Jimenez, City Manager

From: Paul O'Dell, Golf and Country Club Director

Subject: Sunset Sod

RECOMMENDATION:

Recommendation by Golf that Council approve an increase to the City's current open purchase order # 240054 with Sunset Sod, in an amount not to exceed \$13,000.00, for 419 Bermuda grass sod as funds were budgeted in the FY23/24 Budget pursuant to Section §31.11 (F)(5)(11)(C) of the City Code.

DISCUSSION: In preparation for the Golf Course opening we are continuing to fill in certain areas with additional sod that need additional grass coverage on tees and fairways. Three quotes are as follows: 419 Bermuda grass sod from Sunset Sod based on availability. Three quotes: Sunset Sod \$332 per pallet, Lowes \$584.98 per pallet, Home Depot \$584.98 per pallet.

Submission Date and Time: 1/29/2024 2:05 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: _____	Dept./ Desc.: <u>Golf Course Operations</u>
Prepared by: <u>Laurie Bland</u>	Procurement: _____	Account No.: <u>001-5708-572-5233</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>19,366.00</u>
		Current request: \$ <u>13,000.00</u>
		Total vendor amount: \$ <u>32,366.00</u>

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING
THE PURCHASE OF ADDITIONAL 419 BERMUDA SOD
FROM SUNSET SOD, INC. FOR GENERAL
LANDSCAPING AT THE MIAMI SPRINGS GOLF AND
COUNTRY CLUB IN AN AMOUNT NOT TO EXCEED
\$13,000; PROVIDING FOR IMPLEMENTATION; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Miami Springs (the “City”) has budgeted and purchased 419 Bermuda Sod (“Sod”) needed for general landscaping at the Miami Springs Golf and Country Club from Sunset Sod, Inc. (“Vendor”) in the amount of \$19,366; and

WHEREAS, the City is in need of additional Sod for fiscal year 2023-24 in the amount of \$13,000; and

WHEREAS, in accordance with Section 31-11(C)(2) of the City’s Code of Ordinances (the “Code”), the City requested three quotes for the additional Sod; and

WHEREAS, the Vendor provided the City with a Quote with the lowest unit rates for the additional Sod in an amount of \$332 per pallet of Sod, which Quote is attached hereto as Exhibit “A” (the “Quote”); and

WHEREAS, in accordance with Section 31-11(C)(2) of the City’s Code, the City Council desires to approve the purchase of the additional Sod from the Vendor in an amount not to exceed \$13,000, consistent with the unit pricing of the Quote attached hereto as Exhibit “A” and authorize the City Manager to issue a purchase order for the additional Sod; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the purchase of the additional Sod from the Vendor consistent with the unit pricing of the Quote attached

hereto as Exhibit "A" in an amount not to exceed \$13,000 pursuant to Section 31-11(C)(2) of the City Code.

Section 3. Implementation. That the City Manager is authorized to issue and execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution, including the expenditure of budgeted funds.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Jacky Bravo	_____
Councilman Jorge Santin	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 12th day of February, 2024.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY



SUNSET SOD
INCORPORATED

P.O. Box 160744
Miami, FL 33116
(305) 253-2002
ALOHA@SUNSETSOD.COM

Estimate

ADDRESS

City of Miami Springs
345 N. Royal Poinciana
Avenue
Miami Springs, FL 33166
Laurie 786-371-3146

SHIP TO

City of Miami Springs
786-536-8117-Ed Henry
***Laurie 786-371-3146

ESTIMATE # 10953

DATE 12/04/2023

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Bermuda Bermuda - 419 / 400 sq. ft. pallet	12	320.00	3,840.00T
Pallet Fee. Wooden Pallet Fee (\$10.00- refundable only for non broken upon return)	12	12.00	144.00
Delivery Delivery	1	100.00	100.00T
Service Fee Prices are based on cash/check discount- CC are additional 4%	1	0.00	0.00
SUBTOTAL			4,084.00
TAX			0.00
TOTAL			\$4,084.00

Accepted By

Accepted Date



AGENDA MEMORANDUM

Meeting Date: 2/12/2024

To: The Honorable Mayor Maria Mitchell and Members of the City Council

Via: J.C. Jimenez, City Manager

From: Lazaro Garaboa, Public Works Director

Subject: Purchase Order – Trane US Inc.

RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Trane US Inc., utilizing National IPA under contract # 3341 (attached), for the remainder of their contract term, including any extensions through 08/31/2027 in the amount of \$20,000.00 for maintenance and repairs for the chiller at City Hall in the FY 23/24 Budget pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: This is for maintenance and repairs for the chiller unit at City Hall. In using Trane US Inc. as a direct provider we are able to manage the maintenance of the equipment without relying on another provider to refer the repairs and/or maintenance through them to Trane as they have technology that is not readily available to all providers. For these reasons it is in the best interest of the City to piggyback on the National IPA contract #3341.

Spent in FY: 21/22 \$11,297.47

Spent in FY: 22/23 \$11,124.00

Submission Date and Time: 2/1/2024 8:37 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>Building Maintenance/City Hall</u>
Prepared by: <u>Rachel Buckner</u>	Procurement: _____	Account No.: <u>001-5405-541-4620</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>20,000.00</u>
		Total vendor amount: \$ <u>20,000.00</u>

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH TRANE U.S. INC. FOR HVAC MAINTENANCE AND REPAIR SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS UTILIZING THE TERMS AND CONDITIONS OF RACINE COUNTY, WISCONSIN, CONTRACT NO. 3341 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) is in need of HVAC maintenance and repair services for the City Hall chiller unit (the “Services”); and

WHEREAS, Racine County, Wisconsin, entered into the competitively bid Contract No. 3341 (the “Racine Contract”) with Trane U.S. Inc. (“Contractor”) for the Services; and

WHEREAS, Section 31-11(E)(5) of the City’s Code of Ordinances (the “Code”) provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, private sector cooperative purchasing, or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City’s Code of Ordinances, the City Council seeks to authorize the City Manager to execute an agreement (the “Agreement”) in substantially the form attached hereto as Exhibit “A” with the Contractor for the Services consistent with the terms and conditions of the Racine Contract in an amount not to exceed budgeted funds; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the Agreement with the Contractor for the Services pursuant to Section 31-11(E)(5) of the City Code.

Section 3. Authorization. The City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A" with the Contractor for the Services in an amount not to exceed budgeted funds, subject to the approval of the City Attorney as to form content, and legal sufficiency.

Section 4. Implementation. That the City Manager is authorized to issue and execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Jacky Bravo	_____
Councilman Jorge Santin	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 12th day of February, 2024.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
TRANE US, INC.**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2024 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **TRANE US, INC.**, a North Carolina corporation authorized to do business in Florida (hereinafter, the “Contractor”). Collectively, the City and the Contractor are referred to as the “Parties.”

WHEREAS, the City of Miami Springs (the “City”) is in need of HVAC maintenance and repair services for the City Hall chiller unit (the “Services”); and

WHEREAS, the Services required by the City have been competitively bid by Racine County, Wisconsin (the “Racine”), which has entered into Contract No. 3341 (the “Racine Contract”) with the Contractor; and

WHEREAS, Section 31-11(E)(5) of the City Code of Ordinances (the “Code”) provides that “All purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector Cooperative Purchasing or Not-For-Profit Companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases, provided that: (a) The terms and conditions of the original bid or contract by the state or local government are satisfactory to the City and that such terms and conditions are expressly extended to the City. (b) The bid or contract by the state or local government is in force prior to the proposed purchase of supplies or services by the City. (c) The purchasing agent has determined that purchasing materials, goods, supplies and contractual services under existing state or local government bids or contracts are in the best interests of the City.”; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Racine Contract, attached hereto as Exhibit “A,” into this Agreement, except as otherwise modified or amended herein; and

WHEREAS, the City desires to utilize the Services of the Contractor in an amount not to exceed budgeted funds based on the pricing, terms, and conditions of the Racine Contract; and

WHEREAS, pursuant to Section 31-11(E)(5) of the City Code, the City desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Contractor agree as follows:

- 1. Incorporation of Contract.** The terms and conditions of the Racine Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein,

all terms in the Racine Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - A. First Priority: Base Agreement;
 - B. Second Priority: E-Verify Affidavit; and
 - C. Third Priority: Exhibit A – Racine Contract.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Racine Contract unless otherwise provided in this Agreement. All references to Racine shall be replaced with the City of Miami Springs where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Compensation and Payment.**
 - A. Compensation for Services provided by Contractor shall be in accordance with the rates of the Racine Contract attached hereto as Exhibit “A.”
 - B. Contractor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.
6. **Term.** The term of this Agreement shall be from the Effective Date through one (1) year thereafter, unless terminated earlier in accordance with this Agreement. Additionally, the City Manager may renew this Agreement for additional one (1) year renewal periods on the same terms set forth herein upon written notice to the Contractor.
7. **Termination.**
 - A. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days’ written notice to the Contractor, or immediately with cause.
 - B. Upon receipt of the City’s written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the City Manager.

- C. In the event of termination by the City, the Contractor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Section 7(D).
- D. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

8. Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) City funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the City secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the City Council relative to the Services; and (iii) the City Council enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The City represents to Consultant that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

9. Indemnification.

- A. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.
- B. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- C. The provisions of this section shall survive termination of this Agreement.

10. Insurance.

- A. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The

insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

- 1) Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- 2) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

- 3) Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 4) Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the City shall select this box: ☐.

- B. Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this

Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

- C. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- D. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- E. The provisions of this section shall survive termination of this Agreement.

11. Governing Law, Venue, and Waiver of Jury Trial.

- A. *Governing Law and Venue.* This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.
- B. *Waiver of Jury Trial.* IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Public Records.

- A.** Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- B.** Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- C.** Upon request from the City’s custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- D.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- E.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- F.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- G.** Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

H. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.

13. Independent Contractor. The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

14. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

15. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS]

CITY OF MIAMI SPRINGS

_____ (telephone)
 _____ (email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____
_____(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

EXHIBIT "A"

**RACINE COUNTY, WISCONSIN
CONTRACT NO. 3341**



HVAC Products, Installation, Labor Based Solutions, and Related Products and Services
Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: RC2022-1001

Solicitation Issued: June 15, 2022

Pre-Bid Date: June 29, 2022

Response Due Date: July 21, 2022

Awarded to: Trane U.S. Inc.

Racine County, Wisconsin issued IFB #RC2022-1001 on June 15, 2022, to establish a national cooperative contract for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.

The solicitation included cooperative purchasing language in Section II. INSTRUCTION TO BIDDERS, K. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment D – National Cooperative Contract, or as otherwise agreed to. Attachment D – National Cooperative Contract contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)

- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Sun
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the Invitation to Bid.

On Thursday July 21, 2022, bids were received from the following offerors:

- Trane U.S. Inc.

Trane U.S. Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on January 11, 2022 by the Racine County Commissioners, approved the contract award. The contract was executed on August 17, 2022 with an effective date of September 1, 2022.

Contract includes HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. Trane U.S. Inc. can provide products and services covering the following areas:

- Operate, Maintain & Repair
 - Connectivity and Cloud Services
 - HVAC System Management
 - HVAC System Repair
 - Rental Solutions
 - Parts and Supplies
- Energy & Sustainability
 - Energy conservation Measures
 - Energy Monitoring & Analysis
 - Active Energy Management
 - Financing & Energy Services Contracting
- Design, Upgrade & Modernize
 - Upgrading Existing Equipment
 - Building Systems Design and Upgrades
 - HVAC System Retrofits
 - Indoor Air Quality (IAQ)
- Building Systems and Technologies
 - Variable Refrigerant Flow (VRF) and Ductless Systems
 - Chillers
 - Packages Units and Split Systems

- Air Handlers, Terminal Devices, Vav and Fan Coils
- Variable Frequency Drives (VFD)
- Energy Storage
- Precision Cooling
- Building Management and Automation
 - Solutions for Large Buildings and Campuses
 - Small Building Solutions
 - Air-Fi® Wireless Communications
 - Lighting Solutions
 - Controls Solutions for Light Commercial Contractors
- Design and Analysis Software Tools

Term:

- September 1, 2022 to August 31, 2027 with the option to renew for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. Trane U.S. Inc. has the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Pricing/Discount:

- Bid Form Available Upon Request.

Racine County, Wisconsin

Contract # 3341

for

**HVAC Products, Installation, Labor Based Solutions and
Related Product and Services**

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the IFB, incorporated by reference



HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: DocuSigned by:
Jonathan Delagrave 8/17/2022
7B076D90951B406...

BY: DocuSigned by:
Michael J. Lanzdorf 8/17/2022
36F9231CFBA0401...

BY: DocuSigned by:
Wendy Christensen 8/17/2022
FC1B3339B9654BD...

BY: DocuSigned by:
Steven Zimmer 8/16/2022
14A5552654004D4...

Trane U.S. Inc.
BY: DocuSigned by:
Greg Spencer 8/16/2022
93FF4CCACB964F1...